

DIVISION OF SERVICES FOR PEOPLE WITH DISABILITIES

SELF-ADMINISTERED MODEL GRANT AGREEMENT

(RESPITE, FAMILY SUPPORT, AND SUPPORTED LIVING SERVICES ONLY)

PARTIES: This Self-Administered Model Grant Agreement (referred to hereafter as Agreement) is between the Utah Department of Human Services (referred to in this Agreement as DHS), Division of Services for People with Disabilities (referred to in this Agreement as DIVISION),
AND

Name of **Person/Person's Representative:** _____

Address: _____

I have been informed of my responsibilities for this model and hereby authorize the person named below to assist me in administering this grant. (Signature of Division Client) _____

Name of Administrator: _____

Address: _____

(Both of the above are referred to in this Agreement as the GRANTEE).

PURPOSE: To allocate funds to the GRANTEE for the purchase of specific services identified in this Agreement for or on behalf of _____ (*insert individual's name and USSDS #*) (referred to in this Agreement as the PERSON). The PERSON is eligible for and has been authorized by the DIVISION to receive the specific services identified in this Agreement pursuant to his or her Person Centered Plan dated _____.

GRANT AMOUNT: Pursuant to the terms of this Agreement, the DIVISION approves the following amount \$ _____ (*insert amount in General Funds*) as a grant which may be matched with Federal Funds for a budget of \$ _____ (*insert amount of total allocation for this model*), to be used toward the purchase of the specific services identified below for the PERSON. (*Check the services that apply*).

Respite care (RP1)	Hourly _____	Daily _____
Family Assistance and Support (FS1)	Hourly _____	
Supported Living (SLA)	Hourly _____	
Chore Services (CH1)	Hourly _____	
Transportation (FTP)	Per Mile _____	

The above-identified grant amount is subject to the DIVISION's overall budget. If an order by the Legislature or the Governor, or a federal or state law reduces the amount of funding to the DIVISION, or if the Executive Director of DHS reduces the funds available to the DIVISION, the DIVISION may terminate this Agreement or reduce the amount of the grant covered by this Agreement after giving the GRANTEE 30 days written notice. The DIVISION may also change the grant amount covered by this Agreement at any time in order to reflect changes to the PERSON's Person Centered Plan or changes in the PERSON's assessed needs.

AGREEMENT PERIOD: This Agreement is effective on _____ (*insert date*) and terminates at the end of the fiscal year, June 30, 200__ (*insert date*) unless terminated sooner in accordance with the terms and conditions of this Agreement.

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DISBURSEMENT OF FUNDS: The funds disbursed under this Agreement will only be used to pay for actual services rendered. All payments will be made through a Fiscal Agent under contract with the DIVISION. The Fiscal Agent selected by the GRANTEE is _____. Payments will not be issued or mailed to the GRANTEE but will be issued in the name of, and mailed directly to, the actual service provider employed by the GRANTEE. Supporting documentation as required by the DIVISION's Policy 2-9, Self-Administered Model and Support Book must accompany all requests for payment. The DIVISION will not pay for services incurred in excess of the grant amount. Nor will the DIVISION pay for services not identified and approved in this Agreement. If the GRANTEE does not obtain services for the PERSON equal to the grant amount during the period of this Agreement, neither the GRANTEE nor the PERSON has any right to, or claim upon, the unused balance. If any grant money is not used, the DIVISION has sole discretion and authority for utilization of funds.

GRANTEE RESPONSIBILITIES: In addition to the responsibilities otherwise set forth in this Agreement, the GRANTEE shall:

1. Comply with applicable DIVISION policy and procedures, train employees on applicable DIVISION policy and procedures, follow and maintain documentation and Support Book requirements, and supply all required information to the Support Coordinator and Fiscal Agent;
2. Hire, fire, direct, support and train employees to support the PERSON as outlined in the PERSON's Individual Support Plan, Person Centered Plan, Support Strategies and applicable DIVISION policy. Ensure that individual employees are qualified to provide the services for which they are employed and that all billed services are actually provided. The GRANTEE shall also assure that each employee complies with all applicable DIVISION policies and procedures, including all training requirements, and the DHS Code of Conduct and are certified Medicaid Provider;
3. Verify that all service providers hired are sixteen (16) years of age or older. (Employee's Letter of Employment for individuals under eighteen (18) must be co-signed by their parent or guardian.) Neither Parents, Guardians, nor stepparents will be paid to provide support to their child, nor will an individual be paid to provide support to his or her spouse;
4. Participate in the Person Centered Planning process and in the development of support strategies. When appropriate, ensure specialized training needs such as behavioral or other person-specific (i.e...medical) training will be provided to employees prior to the provision of such services. The GRANTEE shall also communicate with the DIVISION support coordinator on the effectiveness of the plan, identified strategies, and desired outcomes through Monthly Summaries;

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5. Immediately notify the DIVISION support coordinator of any changes in circumstances or emergencies, which may require modification of the type or amount of services provided for in the PERSON's Person Centered Plan;
6. Comply with the DIVISION staff requests for home visits to inspect program quality and conduct Agreement compliance reviews, and with the DIVISION requests to administer customer satisfaction surveys. (Note: GRANTEE is also subject to review by the Department of Health, Division of Health Care Financing, pursuant to program participation requirements.); and
7. Comply with all requirements of the Fiscal Agent to ensure accurate records and prompt payroll, including: reviewing and signing employee time cards; verifying the accuracy of hours worked; ensuring the appropriate expenditure of funds; and completing, maintaining and filing all necessary tax information required by the Internal Revenue Service. (Note: Employees will not be paid prior to submission of required forms and verification.)

REVIEW OF GRANTEE'S BILLS: The DIVISION may review all billings submitted by the GRANTEE to the Fiscal Agent for payment at its sole discretion, and may deny payment if any charge is not properly supported. The Grantee is still responsible to pay their employee(s) for services actually provided.

TECHNICAL ASSISTANCE: If the Person is not meeting the minimum requirements outlined in this Agreement and Division policy 2-9, the Division may require the GRANTEE to use a portion of their budget for technical assistance. (Technical assistance may include, but is not limited to, help from (for example) a Support Coordinator, Division Supervisor, State Specialist, Behaviorist, or Accountant.) Technical assistance is available to families, even if not required by the Division. If the GRANTEE fails to abide by this Agreement or does not meet the Self-Administered Model requirements (See DIVISION policy 2-9) the Division may require the GRANTEE to use a contracted Provider Agency.

RECORD KEEPING RESPONSIBILITIES: The GRANTEE shall maintain copies of all required records for a minimum of five years. (See DIVISION Policy 2-9 for a list of required records.)

USE OF PUBLIC FUNDS: The funds covered by this Agreement are public funds appropriated to the DIVISION and approved by the DIVISION for the purchase of services for the GRANTEE during the period and for the purposes stated in this Agreement. As public funds they are subject to all applicable federal, state, and local laws and regulations pertaining to the use of public funds.

MISUSE OF FUNDS: The use of any of the funds provided under this Agreement for a purpose other than those expressly stated herein may subject the GRANTEE to criminal prosecution, administrative sanctions, and liability for repayment of the misused funds.

GRANTEE LIABILITY: Pursuant to this Agreement and DIVISION policy, the GRANTEE has sole responsibility for selecting the individuals employed to provide services for or on behalf of the PERSON.

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Typically, employees providing supports to **Persons** with Disabilities through a **Provider Agency** are required to pass a Bureau of Criminal Investigation (BCI) screening and a Tuberculosis (TB) test, as a condition of employment. Employees working through a **Provider Agency** are also trained on numerous health and safety issues such as CPR, First Aid, Mandt restraint techniques, and many others. The **Division** encourages GRANTEES to require employees to obtain a BCI screening and a TB test through their local Public Safety and Health agency and to employees provide extensive training on health and safety issues. However, none of these are Division requirements as a condition for participation in the **Self-Administered Model Grant** program. As a condition of the Employment Agreement, the Employee will fully disclose any convictions from a criminal offense other than a traffic violation. The GRANTEE accepts full responsibility of receiving services from someone who has a prior conviction. It is the GRANTEES full responsibility to select, screen, and train employees to protect the health and safety of the **Person**. By choosing to participate in the **Self-Administered Model Grant** program, the GRANTEE accepts all liability for any harm to the **Person** or others resulting from any action or inaction of the GRANTEE in conducting screenings or tests on any service provider employed, or in providing or not providing training in any specific area. The GRANTEE further agrees to indemnify the **Division**, DHS, and the State of Utah for the full amount of any judgment rendered against any one or more of them as a result of any action or inaction of any service provider employed by GRANTEE pursuant to this Agreement, or any other harm to the PERSON that arises out of any action or inaction taken pursuant to this Agreement.

TERMINATION OF THIS AGREEMENT: This Agreement may be terminated by the GRANTEE at any time, or by the DIVISION that must provide 30 days written notice to the other party of its intent to terminate the Agreement. In addition, the DIVISION may immediately terminate this Agreement at any time upon discovery of misuse of grant funds or any other action taken by the GRANTEE pursuant to this Agreement that endangers the life or safety of the PERSON.

JURISDICTION: The provisions of this Agreement shall be governed by and interpreted according to the laws of the State of Utah. The parties shall submit to the jurisdiction of the courts of the State of Utah for any dispute arising under this Agreement or relating to its breach.

SEPARABILITY CLAUSE: The declaration by any court or other binding adjudicative body that any provision of this Agreement is illegal or void shall not affect the legality or enforceability of any other provision of this Agreement unless such provisions are mutually dependent.

QUESTIONS ABOUT THIS AGREEMENT: The GRANTEE may direct any inquiries about this Agreement to their DIVISION Support Coordinator.

As GRANTEE, my signature acknowledges that I have read, understand, and agree to the terms of this Agreement including all of the rights and responsibilities outlined in the Agreement. In addition, I have received a copy of, read, understand, and agree to abide by the Division's policies and procedures pertaining to this Self-Administered Model Grant Agreement and use of a Fiscal Agent. I understand that the failure to abide by any of the terms of this Agreement may result in my loss of the privilege to receive additional grant funds under this Agreement or future Agreements.

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As GRANTEE, my signature also acknowledges that the Division does not endorse or recommend any employee to be hired or to provide services under this agreement. There are inherent risks involved in failing to require employees to undergo BCI screenings, TB tests, and training on numerous health and safety issues. Understanding those risks, and acknowledging that the Provider Agency Model is available through the Division as an alternative to this Model, Grantee accepts all liability for harm which results from any action or inaction taken pursuant to this Agreement with regard to screenings, tests, and training.

In consideration of these promises and representations, and IN WITNESS WHEREOF, the parties have executed this Agreement as of the effective date set forth above.

GRANTEE(S) (Person/Person's Representative)

DIVISION REPRESENTATIVE

Type or print name

Type or print name

Signature

Signature

Date: _____

Date: _____

(if designated)
AUTHORIZED ADMINISTRATOR

Type or print name

Signature

Date: _____